



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> NASPO Data Storage EMC HW,SW,Services	
<b>Doc ID No:</b> MA 758 160000490 11	<b>Proc Folder:</b> 4099501
<b>Procurement Type:</b> Computer Equipment or Software	<b>Record Date:</b>
<b>Effective Date:</b> 11/03/2015	<b>Expiration Date:</b> 03/31/2020
<b>Issued By:</b> SUSAN NOLAND	<b>Cited Authority:</b> FAP111-08-00-08-MA
<b>Telephone:</b>	

**Reason For Modification:** February 2, 2018  
 Addition of Winthrop Resources Corp as an authorized partner for leasing services; addition of commodity line 7 with a catalog for lease payments per the terms of the agreement. See header for all documentation. SNoland

<b>V E N D O R</b>	EMC CORPORATION SIS 6060 DUTCHMANS LN STE 410  LOUISVILLE KY 40205 US
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<b>V E N D O R</b>	Volta Inc.  208 STEELE STREET  FRANKFORT KY 40601 US
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<b>V E N D O R</b>	POMEROY IT SOLUTIONS SALES COMPANY, INC  699 ISAAC SHELBY CIRCLE  FRANKFORT KY 40601 US
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<b>V E N D O R</b>	Software Information Systems, LLC  165 Barr Street  Lexinton KY 4050701321 US
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V E N D O R	Prosys
	10200 Forest Green Blvd, Suite LL-3
	Louisville KY 40223
	US

V E N D O R	CDW GOVERNMENT INC
	230 NORTH MILWAUKEE AVENUE
	VERNON HILLS IL 60061
	US

V E N D O R	Data Strategy LLC
	PO BOX 772021
	DETROIT MI 48277
	US

V E N D O R	Winthrop Resources Corporation
	11100 Wayzata Blvd., Suite 800
	Minnetonka MN 55305
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	EMC Data Storage HW,SW,Services		0.00		0.00000	0.00	0.00

**Extended Description**

EMC Data Storage HW,SW,Services

Added 5/5/17 - Installation Services for Storage Only

Added 11/16/17 - Leasing - see header for executed amendment terms.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	COT - EMC Storage RFQ 1700000175		0.00		0.00000	1,189,611.74	1,189,611.74

**Extended Description**

COT - EMC Storage RFQ 1700000175

One time purchase

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	COT - EMC Storage RFQ 1700000252		0.00		0.00000	276,739.98	276,739.98

**Extended Description**

COT - EMC Storage RFQ 1700000252

One time purchase

Quote Number 001636

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
4	COT - EMC Storage RFQ 180000018		0.00		0.00000	130,590.00	130,590.00

**Extended Description**

COT - VxRail RFQ 180000018

One time purchase

APR 5001205

SPR1 1800000273

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
5	COT-EMC-Pomeroy Quote-CDC/ Frankfort-EMC001		0.00		0.00000	28,299,448.54	28,299,448.54

**Extended Description**

COT-EMC-Pomeroy Quote-CDC/Frankfort-EMC001

APR5001639

SPR1 1800001273

DO 079 1800012100 created for the order of the equipment; Payment will not be made against this line; Payment will be against the catalog on commodity line 7.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
6	COT-EMC-Pomeroy Quote-ADC/ Florence-EMC001		0.00		0.00000	13,926,970.28	13,926,970.28

**Extended Description**

COT-EMC-Pomeroy Quote-ADC/Florence-EMC001

APR5001639

SPR1 1800001273

DO 079 1800012100 created for the order of the equipment; Payment will not be made against this line; Payment will be against the catalog on commodity line 7.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
7	Winthrop Lease Payment Schedule CO012618		0.00		0.00000	0.00	0.00

**Extended Description**

Winthrop Lease Payment Schedule CO012618

monthly payment for lines 5 and 6 - \$703,773.64 for sixty (60) months;

<b>Total Order Amount:</b>	<b>43,823,360.54</b>
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**NASPO ValuePoint Cooperative  
Computer Equipment Contracts  
Lead State (Minnesota)**

**Terms and Conditions**

Please click the link below for additional NASPO ValuePoint contractual information and terms and conditions related to the procurement and award of the contracts.

<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>

The expiration date of this contract is March 31, 2020.

*Note:*

*Under Kentucky Statutes, political subdivisions including cities of all classes, counties, and school districts may participate in these Master Agreements to the same extent as agencies of the Commonwealth.*

**FOR USE BY NON EXECUTIVE BRANCH STATE AGENCIES ONLY.**

*Executive Branch State Agencies (as indicated in the following web link*

<http://opendoor.ky.gov/accountability/gengov/Pages/executive.aspx>) **may NOT** utilize this addendum. *The Commonwealth Office of Technology is the ONLY Executive Branch State Agency that is permitted to use this Addendum. Executive Branch State Agencies must contact the Commonwealth Office of Technology (COT).*

See Header of the MA for executed Participating Addendum and Amendment effective April 1, 2017 that includes the following:

4.3 The Commonwealth reserves the right to require state Executive Branch agencies authorized to use this PA to obtain quotes from Partners a party to the PA or from contractors awarded a Master Agreement for the same goods services as provided by this PA.

4.4 The Commonwealth reserves the right to work with the Contractor at a later date to initiate and implement a web enabled ordering mechanism, including a PunchOut feature into the Commonwealth's state procurement system, eMARS

4.5 The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

4.6 The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in

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the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

**Added 5/5/17** – Installation Services for Band 5 – Storage Only.

**See Header of the MA for executed Participating Addendum and Amendment effective November 16, 2017 that includes the following:**

“Leasing: the Parties acknowledge and agree that (i) the Master Agreement provides that Participating State/Entity may enter into lease agreements if it has the authority to do so; and (ii) Participating State/Entity reserves the right, but has no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties. If this Participating Addendum does not contain lease terms and conditions Participating State/Entity may, in accordance with law, enter into a separate lease agreement for hardware, software and services obtained under this Participating Addendum with Dell Financial Services (DFS). The terms of such lease shall be the Dell Financial Master Lease terms and conditions or otherwise agreed to by the DFS and the Participating State/Entity. Any assignment by Participating State/Entity must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating State/Entity from its obligations hereunder. Any third party leases shall be governed by terms and conditions between the third party and the Participating State/Entity.”

All documentation is on file in OPS.